

# BREATH CARE KART

Medical Equipment Rental Agreement & Terms of Service

LESSOR (Service Provider)	LESSEE (Customer)
Breath Care Kart Hyderabad, Telangana, India Phone: +91-XXXXXXXXXX Email: support@breathcarekart.com	Name: _____ Address: _____ _____ Phone: _____ _____

Agreement Date: _____	Agreement No.: BCK-RA-_____
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## 1. EQUIPMENT SCHEDULE

Equipment Name	Quantity	Unit	Rate	Remarks

## 2. RENTAL TERMS & PAYMENT

- a) The rental period commences on the delivery date and continues on a monthly basis unless otherwise specified in the Equipment Schedule above.
- b) Rental charges are payable in advance on or before the 5th of each calendar month. A late payment fee of **2% per month** shall be levied on overdue amounts.
- c) The security deposit (equal to one month's rental) is collected at the time of delivery and will be refunded within 7 working days of equipment return, subject to satisfactory inspection.
- d) All payments shall be made via bank transfer, UPI, or cheque in favour of *Breath Care Kart*. Cash receipts must be obtained for any cash transactions.

### 3. DELIVERY, INSTALLATION & RETURN

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- a) Breath Care Kart will deliver and install the equipment at the address specified by the Lessee. A delivery and installation charge may apply as communicated at the time of booking.
- b) The Lessee must provide a safe, clean, and adequately ventilated space for the equipment. Electrical requirements (voltage/earthing) must be met as per device specifications.
- c) The Lessee shall inspect the equipment at the time of delivery and report any visible damage immediately. Acceptance of delivery implies the equipment is in good working condition.
- d) On termination or expiry of the agreement, the Lessee shall make the equipment available for pick-up by Breath Care Kart within 48 hours of notice. Delayed return will attract continued rental charges.

### 4. USE, CARE & MAINTENANCE

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- a) The equipment shall be used solely for its intended medical purpose and only as directed by a qualified healthcare professional.
- b) The Lessee is responsible for routine cleaning and consumable replacement (e.g., filters, masks, tubing) as recommended in the device manual.
- c) All technical servicing, repairs, and calibration shall be performed exclusively by authorised Breath Care Kart technicians. Tampering, unauthorised repair, or modification of the device is strictly prohibited.
- d) The Lessee shall not sub-lease, lend, transfer, or relocate the equipment to any third party or alternate address without prior written consent from Breath Care Kart.

### 5. DAMAGE, LOSS & LIABILITY

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- a) The Lessee assumes full responsibility for the equipment from the time of delivery until its return and collection by Breath Care Kart.
- b) In the event of damage caused by negligence, misuse, or accident, the Lessee shall bear the full cost of repair or replacement as assessed by Breath Care Kart.
- c) Loss or theft of the equipment must be reported to Breath Care Kart and the local police within 24 hours. The Lessee shall bear the replacement cost of the device.
- d) Breath Care Kart shall not be liable for any indirect, incidental, or consequential loss arising from equipment malfunction, provided the equipment was properly maintained and serviced.

### 6. TERMINATION

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- a) Either party may terminate this agreement by providing a written notice of **15 days** prior to the intended termination date.
- b) Breath Care Kart reserves the right to terminate the agreement immediately in case of non-payment for two consecutive months, misuse of equipment, or breach of any term herein.
- c) Upon termination, all dues, if any, shall be settled within 7 days, after which the security deposit will be refunded post equipment inspection.

## 7. EMERGENCY SUPPORT & SERVICE

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- a) Breath Care Kart provides 24x7 emergency technical support. For urgent assistance, contact our helpline or WhatsApp support immediately.
- b) In the event of a device fault, Breath Care Kart will attempt to resolve the issue remotely or dispatch a technician within 4–6 hours in Hyderabad city limits.
- c) A standby replacement device may be provided at Breath Care Kart's discretion during major repairs to minimise disruption to patient care.

## 8. GOVERNING LAW & DISPUTE RESOLUTION

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- a) This agreement shall be governed by and construed in accordance with the laws of India.
- b) Any dispute arising out of or in connection with this agreement shall first be attempted to be resolved through mutual discussion within 30 days.
- c) In the absence of an amicable resolution, disputes shall be subject to the exclusive jurisdiction of the courts in **Hyderabad, Telangana**.

## 9. DECLARATION & SIGNATURES

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I / We have read and fully understood the terms and conditions of this Rental Agreement and agree to be bound by them.

For Breath Care Kart	For Lessee / Customer
_____	_____
Authorised Signatory	Signature
Name: _____	Name: _____
Designation: _____	ID Proof No.: _____
Date: _____	Date: _____

Witness 1	Witness 2
Name: _____ Signature: _____	Name: _____ Signature: _____
_____ Date: _____	_____ Date: _____
_____	_____

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*This document is legally binding. Please retain a signed copy for your records. | Breath Care Kart · Hyderabad, Telangana · support@breathcarekart.com*